

AO 120 (Rev. 3/04)

| | |
|---|---|
| TO: Mail Stop 8 Director of the U.S. Patent and Trademark Office P.O. Box 1450 Alexandria, VA 22313-1450 | REPORT ON THE FILING OR DETERMINATION OF AN ACTION REGARDING A PATENT OR TRADEMARK |
|---|---|

In Compliance with 35 U.S.C. § 290 and/or 15 U.S.C. § 1116 you are hereby advised that a court action has been
 filed in the U.S. District Court NEVADA on the following ☒ Patents or ☒ Trademarks:

| | | |
|---|--|---|
| DOCKET NO. 3:08-cv-00466 | DATE FILED 8/28/2008 | U.S. DISTRICT COURT NEVADA |
| PLAINTIFF United Coin Machine, Co | | DEFENDANT Ardent Progressive Systems and Games, LLC et al |
| PATENT OR TRADEMARK NO. | DATE OF PATENT OR TRADEMARK | HOLDER OF PATENT OR TRADEMARK |
| 1 6,896,180 B2 | 5/24/2005 | Miodunski et al |
| 2 6,763,998 B1 | 7/20/2004 | Miodunski et al |
| 3 | | |
| 4 | | |
| 5 | | |

In the above—entitled case, the following patent(s)/ trademark(s) have been included:

| | | | |
|------------------------------------|--|--------------------------------------|--|
| DATE INCLUDED | INCLUDED BY <input checked="" type="checkbox"/> Amendment <input checked="" type="checkbox"/> Answer <input checked="" type="checkbox"/> Cross Bill <input checked="" type="checkbox"/> Other Pleading | | |
| PATENT OR TRADEMARK NO. | DATE OF PATENT OR TRADEMARK | HOLDER OF PATENT OR TRADEMARK | |
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |

In the above—entitled case, the following decision has been rendered or judgement issued:

| |
|---------------------------|
| DECISION/JUDGEMENT |
|---------------------------|

| | | |
|---------------------------------|--|--------------------------|
| CLERK LANCE S. WILSON | (BY) DEPUTY CLERK /s/ D. R. Morgan | DATE 8/29/2008 |
|---------------------------------|--|--------------------------|

Copy 1—Upon initiation of action, mail this copy to Director Copy 3—Upon termination of action, mail this copy to Director
 Copy 2—Upon filing document adding patent(s), mail this copy to Director Copy 4—Case file copy

WHEREFORE, by and through their undersigned counsel, the preceding terms set forth herein are hereby accepted and agreed by and between Unique Pizza and Subs Corporation and Pick Up Stix, Inc.

Dated: July 23, 2008

Agreed and submitted:

/s/ Clayton S. Morrow
Clayton S. Morrow
Morrow & Kross
304 Ross Street, 7th Floor
Pittsburgh, PA 15219
Tel: 412-281-1250
Fax: 412-209-0658
Email: cmorrow@allconsumerlaw.com

*Attorneys for Plaintiff/Counterclaim-
Defendant Unique Pizza and Subs Corporation*

/s/ J. Alexander Hershey
Barry L. Cohen
Pa. I.D. No. 68864
THORP REED & ARMSTRONG, LLP
2005 Market Street, Suite 1910
Philadelphia, PA 19103
Telephone: (215) 640-8500
Facsimile: (215) 640-8501
E-mail: bcohen@thorpreed.com

J. Alexander Hershey
Pa. I.D. No. 84741
THORP REED & ARMSTRONG, LLP
One Oxford Centre
301 Grant Street, 14th Floor
Pittsburgh, PA 15219
Telephone: (412) 394-7711
Facsimile: (412) 394-2555
E-mail: ahershey@thorpreed.com

*Attorneys for Defendant/
Counterclaim-Plaintiff Pick Up Stix, Inc.*

Dated: 7/24/08

SO ORDERED:

Nora Barry Fischer
Hon. Nora Barry Fischer
United States District Judge

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

UNIQUE PIZZA AND SUBS CORPORATION,

Plaintiff and
Counterclaim-Defendant,

vs.

PICK UP STIX, INC.,

Defendant and
Counterclaim-Plaintiff.

Civil Action No. 2:07-cv-1066-NBF

STIPULATED CONSENT ORDER OF COURT

AND NOW, upon consideration of the stipulated agreement and consent of the parties, the Motion for a Rule to Show Cause Why an Order of Contempt of Court Should Not Issue and for Enforcement of Settlement Agreement as against Unique Pizza & Subs Corporation and James C. Vowler (Docket No. 59), and the Motion for a Rule to Show Cause Why an Order of Contempt of Court Should Not Issue Against Just Livin' the Dream, Inc., and Kevin Serrano (Docket No. 62), IT IS HEREBY ORDERED as follows:

1. By the stipulated consent of the parties, Unique Pizza & Subs Corporation ("Unique Pizza") and James C. Vowler are each hereby held in contempt of the Court's June 6, 2008 Stipulated Consent Temporary Restraining Order ("TRO").
2. Unique Pizza and Mr. Vowler are hereby held jointly and severally responsible to pay to Pick Up Stix, Inc. ("Pick Up Stix"), the sum of ten thousand dollars (\$10,000) as an award of those attorney's fees and costs incurred by Pick Up Stix in connection with these contempt proceedings. In satisfaction of the payment ordered in the preceding sentence, Unique Pizza and Mr. Vowler are hereby responsible to make or arrange ten (10) periodic payments to Pick Up

Stix in the amount of one thousand dollars (\$1000), each to be paid by wire transfer completed and delivered on or before each of the following dates: August 1, 2008; September 1, 2008; October 1, 2008; November 1, 2008; December 1, 2008; January 1, 2009; February 1, 2009; March 1, 2009; April 1, 2009; and May 1, 2009. In the event that any required payment is not received on or before one of the dates set forth above, Unique Pizza and Mr. Vowler shall be jointly and severally responsible to pay to Pick Up Stix an additional monetary penalty of fifty dollars (\$50) for each calendar day that any such payment is not made and is overdue. Payment shall be made to a wire account to be identified by Pick Up Stix or its counsel, which account may be changed from time to time by notice to Unique Pizza and Mr. Vowler as necessary.

3. In the event that Unique Pizza and Mr. Vowler make timely payments to Pick Up Stix totaling eight thousand dollars (\$8000) on or before October 1, 2008, their payment obligation to Pick Up Stix under the provisions of paragraph 2, above, shall be satisfied, and Unique Pizza and Mr. Vowler shall not be responsible to make further payments pursuant to the provisions of paragraph 2 this Order.

4. Unique Pizza, Mr. Vowler, Kevin Serrano and Just Livin' the Dream, Inc. ("Just Livin'") are hereby required to prominently post and maintain for a period of one year from the date of this Order a notification at the Unique Pizza restaurant located in Hemet, California, and operated by Just Livin' and Mr. Serrano stating as follows:

"Unique Pizza & Subs Corporation, its affiliates and franchisees, and the Unique Pizza & Subs restaurant located at Wentworth Plaza, 719 S. Sanderson Avenue, Hemet, California 92545, are **NOT** endorsed, sponsored or supported by and **NOT** associated, affiliated or connected with Pick Up Stix, Inc., and have **NO** relationship or connection to any Pick Up Stix restaurant."

5. On or before August 15, 2008, Unique Pizza, Mr. Vowler, Mr. Serrano and Just Livin' shall notify each of their current or prospective franchisees, store managers, employees,

officers and directors of the terms and restrictions of this Order, the Court's June 6, 2008 TRO, and any other preliminary or permanent injunction entered against them by the Court in this action, including the Consent Order and Judgment entered in connection with the parties' settlement of the action. Such notification shall include the provision of copies of any and all such orders to any and all such current or prospective franchisees, store managers, employees, officers and directors.

6. On or before August 15, 2008, Unique Pizza, Mr. Vowler, Mr. Serrano and Just Livin' shall serve upon counsel for Pick Up Stix an Affidavit of Compliance detailing with precision each action and corrective measure taken by each of them to comply with this Order, the Court's June 6, 2008 TRO, and any other preliminary or permanent injunction entered against them by the Court in this action, including the Consent Order and Judgment entered in connection with the parties' settlement of the action.

7. The United States District Court for the Western District of Pennsylvania shall have continuing jurisdiction over any violation of or failure to perform the provisions of this Stipulated Consent Order of Court or any other related dispute between the Parties, and such jurisdiction shall continue after the above-captioned action is dismissed pursuant to the Consent Order and Judgment entered in connection with the parties' settlement of the action or otherwise.

8. In the event that Unique Pizza, Mr. Vowler, Mr. Serrano and Just Livin' is found by the United States District Court for the Western District of Pennsylvania, or any other court of competent jurisdiction, to have violated or failed to perform one or more of the provisions of this Stipulated Consent Order of Court, Pick Up Stix shall be entitled to recover from the responsible party any damages suffered as a result of such a violation or failure or any other unlawful conduct of Unique Pizza, Mr. Vowler, Mr. Serrano and Just Livin'. Pick Up Stix shall also be

entitled to recover from the responsible party any and all reasonable attorney's fees and costs of any nature incurred in connection with any effort or proceeding to enforce the provisions of this Order against Unique Pizzu, Mr. Vowler, Mr. Serrano and Just Livin', together with any and all further relief that is appropriate, just, or proper.

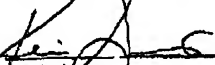
Dated: July 23, 2008

Agreed and submitted:

/s/ Clayton S. Morrow
Clayton S. Morrow
Morrow & Koss
304 Ross Street, 7th Floor
Pittsburgh, PA 15219
Tel: 412-281-1250
Fax: 412-209-0658
Email: cmorrow@allconsumerlaw.com

/s/ J. Alexander Hershey
Barry L. Cohen
Pa. LD. No. 68864
THORP REED & ARMSTRONG, LLP
2005 Market Street, Suite 1910
Philadelphia, PA 19103
Telephone: (215) 640-8500
Facsimile: (215) 640-8501
E-mail: bcohen@thorpreed.com

*Attorneys for Plaintiff/Counterclaim-
Defendants Unique Pizza and Subs Corporation
and James C. Vowler*


Kevin Serrano
President and Secretary
Just Livin' the Dream, Inc.,
d/b/a/ Unique Pizza & Subs
Westworth Plaza
719 S. Sanderson Ave.
Hemet, CA 92343
Phone: 951-765-6699

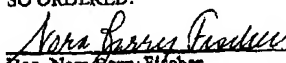
J. Alexander Hershey
Pa. LD. No. 84741
THORP REED & ARMSTRONG, LLP
One Oxford Centre
301 Grant Street, 14th Floor
Pittsburgh, PA 15219
Telephone: (412) 394-7711
Facsimile: (412) 394-2555
E-mail: ahershey@thorpreed.com

*Attorneys for Defendant/
Counterclaim-Plaintiff Pick Up Stix, Inc.*

*Pro se for Just Livin' the Dream, Inc.,
and Kevin Serrano*

SO ORDERED:

Dated: 7/24/08


Hon. Norma Barry Fischer
United States District Judge

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

UNIQUE PIZZA AND SUBS CORPORATION,

Plaintiff and
Counterclaim-Defendant,

vs.

PICK UP STIX, INC.,

Defendant and
Counterclaim-Plaintiff.

Civil Action No. 2:07-cv-1066-NBF

CONSENT ORDER AND JUDGMENT

Upon the consent and agreement of Unique Pizza and Subs Corporation ("Unique Pizza") and Pick Up Stix, Inc. ("Pick Up Stix" and, together with Unique Pizza, the "Parties"), to the entry of this Consent Order and Judgment, and the Court having been being fully and sufficiently advised:

WHEREAS, on July 31, 2007, Unique Pizza filed a Complaint in this action seeking the cancellation of Pick Up Stix's federal registration for the ANYTHING BUT ORDINARY trademark (the "Mark") and asserting claims against Pick Up Stix for unfair competition, false designation of origin, trademark infringement, and injunctive relief under the Lanham Act, 15 U.S.C. §§ 1114 and 1125, and Pennsylvania statutory and common law;

WHEREAS, on October 31, 2007, Pick Up Stix filed an Answer, Affirmative Defenses, and Counterclaims answering the Complaint, seeking a declaratory judgment upholding Pick Up Stix's federal registration for the Mark, and asserting claims against Unique Pizza for trademark

infringement under the Lanham Act, 15 U.S.C. §§ 1114 and 1125, and Pennsylvania and common law;

WHEREAS, on December 10, 2006, Unique Pizza filed a Reply to Counterclaim with Affirmative Defenses;

WHEREAS, Unique Pizza recognizes and acknowledges the trademark rights of Pick Up Stix in and to the trademark ANYTHING BUT ORDINARY;

WHEREAS, the Parties desire to finally settle and resolve any and all matters in dispute between them in relation to the above-captioned litigation;

WHEREAS, the Parties have agreed to the terms of this Consent Order and Judgment in consideration of the foregoing recitals and the mutual promises and releases contained herein and other good and valuable consideration, the legal sufficiency of which is hereby acknowledged;

WHEREAS, each of the Parties, intending to be legally bound, understands, agrees, stipulates, and resolves as follows.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. This Court has jurisdiction over the subject matter of this action pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1338 and 1367. This Court also has jurisdiction over the Parties, and venue is proper in this judicial district.
2. Pick Up Stix's registration of the ANYTHING BUT ORDINARY trademark, United States Trademark Registration No. 3,153,933, shall remain valid and enforceable.
3. Simultaneously with the execution of this Consent Order and Judgment, the Parties have entered into a Settlement Agreement.

4. Except as otherwise agreed between the Parties pursuant to the specific terms of their Settlement Agreement, Unique Pizza, for itself and its respective subsidiaries, affiliates, licensees, franchisees, partners, directors, officers, shareholders, employees, principals, agents, representatives, predecessors, successors, assigns, administrators, executors, beneficiaries, heirs and legal representatives, as well as all other parties under its control now or in the future, is hereby permanently enjoined from using, displaying, or promoting the ANYTHING BUT ORDINARY trademark, any colorable imitation thereof, or any mark or wording confusingly similar thereto, on or in connection with any production, provision, advertising, marketing, distribution, sale, or offering for sale of any products or services, including without limitation in the restaurant services market or industry, including without limitation: (a) in connection with any restaurant or catering services, sales of any food or related goods and services, advertising of any food or related goods and services, or franchising or promotion of any food or related establishments, (b) in connection with the creation, franchising, support, facilitation, licensure, operation, advertising, promotion, or pursuit of any restaurant location, and (c) in connection with the use of any such mark, imitation, or wording in connection with any advertising of its products or services on or in connection with any signage, advertising, menus, clothing, packaging, containers, or over the internet or on any internet search engine or website.

5. Pursuant to Federal Rule of Civil Procedure 41(a)(1) and the consent of the Parties stated herein, upon entry of this Consent Order and Judgment by the Court, the above-captioned proceedings as between the Parties hereto are terminated and all claims stated between the Parties hereto are dismissed by the Court with prejudice.

6. The United States District Court for the Western District of Pennsylvania shall have continuing jurisdiction over any breach of the provisions of this Consent Order and

Judgment, the simultaneously executed Settlement Agreement, or any other related dispute between the Parties, and such jurisdiction shall continue after the above-captioned action is dismissed pursuant to the provisions set forth herein.

7. In the event that Unique Pizza is found by the United States District Court for the Western District of Pennsylvania, or any other court of competent jurisdiction, to have breached one or more of the terms of this Consent Order and Judgment or the Settlement Agreement between the Parties, Pick Up Stix shall be entitled to recover from Unique Pizza any damages suffered as a result of such a breach or any unlawful conduct of Unique Pizza together with any and all attorney's fees and costs of any nature incurred in connection with any effort or proceeding to enforce the terms hereof.

8. Each Party acknowledges that it has read and understood the effect of this Consent Order and Judgment. Each Party states that it executes this Consent Order and Judgment of its own free will and accord and for the purposes and considerations set forth herein. Each Party waives any right to appeal from the terms of this Consent Order and Judgment.

9. Each Party hereby acknowledges the receipt and sufficiency of the consideration given in connection with this Consent Order and Judgment. The Parties enter into this Consent Order and Judgment with the intent to be legally bound by its terms and requirements. This Consent Order and Judgment shall bind and inure to the benefit of the Parties hereto and all of their assigns and successors in interest.

10. Each Party hereby agrees and acknowledges that all attorney's fees, costs, and expenses incurred by the Parties in the preparation of this Consent Order and Judgment will be borne by the Party incurring the same.